

**BROWN COUNTY INTERRUPTIBLE WATER SERVICE CONTRACT
FOR WITHDRAWAL OF WATER FROM LAKE BROWNWOOD**

CONTRACT/ACCOUNT NO: _____

BROWN COUNTY WATER IMPROVEMENT DISTRICT NO. ONE, hereinafter "BCWID", and **BROWN COUNTY**, which includes all four (4) precincts (hereinafter "CUSTOMER"), in mutual consideration of the provisions herein contained, agree as follows:

I. WATER SUPPLY

- A. **OBLIGATION TO SUPPLY FIRM WATER.** BCWID agrees to furnish firm water in the reservoirs, canals, pipes, and laterals it owns or controls for diversion and use by CUSTOMER for various county projects including but not limited to building and maintaining roads of Brown County, Texas, during the term of the Contract. Subject to the conditions set forth in this Contract and the Standard Terms and Conditions set forth in the Water Conservation and Drought Contingency Plan (the "Plan") attached as Exhibit "A" and incorporated for all purposes herein, BCWID will supply interruptible water to CUSTOMER.
- B. **SUPPLIES SUBJECT TO CURTAILMENT.** CUSTOMER further agrees that the water supplied under the Contract is subject to availability, provided on an interruptible basis, and subject to curtailment in accordance with the terms of this Contract and the Water Conservation and Drought Contingency Plan in effect on the date of the Contract.
- C. **PROJECT SEASON.** Subject to the limitations in this Contract and the Plan, during the calendar year in which this Contract is executed, BCWID shall have its system ready to start delivery of water for purposes described herein during the Season, herein defined as follows:
- January 1 through December 31 of the calendar year.
- D. **LIMITATION OF BCWID LIABILITY.** CUSTOMER AND CUSTOMER'S SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY AND HOLD HARMLESS BCWID AND BCWID'S, RESPECTIVE AGENTS, HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DEMANDS, AND CLAIMS FOR DAMAGES FOR PERSONAL INJURY, ILLNESS, OR DEATH OF PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY CAUSED BY OR RESULTING FROM OPERATIONS BY CUSTOMER, OR CUSTOMER'S EMPLOYEES, AGENTS, LICENSEES, OR CONTRACTORS, UNLESS THE PERSONAL INJURY, ILLNESS, DEATH, OF PERSONS OR DAMAGES TO OR LOSS OF PROPERTY IS CAUSED BY THE SOLE NEGLIGENCE, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE OF BCWID, OR BCWID'S AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, OR CONTRACTORS. Such indemnification shall without limitation, (1) cover bodily injury, death, damage to property or natural resources, and compliance with all legal obligations (including, without limitation, any clean-up costs necessary for compliance with the rules and regulations of Texas Commission on Environmental Quality, the Texas Water Code, V.T.C.A., The Comprehensive Environmental Response, Compensation and Liability Act, Title 42 of the United States Code, Sections 9601 *et seq*, the Resource Conservation And Recovery Act, Title 42 of the United States Code, Section 6901 *et seq*, as amended, and all applicable

March 25, 2019
(Exhibit #7)

regulations, or governmental orders, and (2) be deemed a continuing indemnification, without limitation of duration, that shall survive the expiration or termination of this Contract and of the activities and operation of Customer, and shall apply after discovery of conditions and matters that were not actually discovered prior to such expiration or termination of this Contract.

II. TERM

The term of this Contract is for the calendar year beginning January 1 and ending December 31.

III. CONTRACT ADMINISTRATION

- A. **AGREEMENT TO PAY.** CUSTOMER agrees and covenants to pay BCWID a One Hundred Fifty and No/100 (\$150.00) fee per year. This fee is reviewable by BCWID each year and at such time, BCWID has the authority to adjust the fee if it deems necessary. The fee will be billed January 1st each year and due on or before January 31st of same year. A late fee of \$25.00 will be charged if payment is received after January 31st. An additional \$50.00 late fee will be charged if payment is received after the last day of February of same year. If payment has not been received by the last day of March of same year, an additional \$75.00 late fee will be added and the intake is subject for removal by the District: such removal to be at the cost and expense of the owner /operator of intake for which payment is owed.
- B. **RECORD KEEPING.** CUSTOMER agrees to keep detailed records of its water consumption, in accordance with the Texas Commission on Environmental Quality rules and regulations, by measuring the number of truck loads of water removed from the lake at any time during the term of this Contract. On the first business day of each calendar month, CUSTOMER shall submit to BCWID at its office located at 501 E. Baker St, Brownwood, Texas 76801, such records showing the total number of trucks of water removed from the lake for the given month. Failure to adhere to this provision shall be deemed a breach of the Contract and BCWID shall have the option to terminate this Contract. BCWID will first give CUSTOMER written notice of the breach and CUSTOMER will have ten (10) days after notice is given in which to cure the breach. If the breach is not cured ten (10) days after notice, Borrower may terminate this Contract.
- C. **SPECIAL RULES.**
1. Customer will be billed on a yearly amount until such time that meters may be installed.
 2. BCWID has right to access property of CUSTOMER to inspect system, verify water usage, and to maintain and read meter if one is installed.
 3. Drought restrictions will follow the treated water supplier closest to Customer.
 4. This Contract will allow water from the Lake to be used for various projects in Brown County, Texas. If BCWID decides for any reason that CUSTOMER is using water from the Lake for purposes that are not within the best interests of Brown County or BCWID, BCWID has the right to terminate this Contract in accordance with the notice provisions in Paragraph III(B) of this Contract.

IV. CONSERVATION OF WATER AND PREVENTION OF WASTE

CUSTOMER agrees and binds himself not to cause, permit, or in any other manner allow water furnished by BCWID hereunder to be wasted, used in manner that is careless, or

used in quantities that significantly exceed those amounts necessary for the projects of Brown County. CUSTOMER is responsible for preparing any personal lateral(s) or other facilities necessary for the delivery of water. BCWID reserves the right to inspect customer's, lateral(s), or other facilities necessary for the delivery of water at any time during the Season. If BCWID determines that improvements are needed to prevent the waste of water, CUSTOMER will be contacted and CUSTOMER must make improvements prior to delivery of water. Furthermore, BCWID reserves and is hereby granted the right to enter CUSTOMER's property and cut off all delivery or diversions of water to said land if CUSTOMER causes, permits, or allows such wasteful use of water to occur. In the event that BCWID cuts off water in accordance with this Section, CUSTOMER shall nevertheless pay all necessary charges as though BCWID had continued to allow diversion of water to CUSTOMER through the end of the Season.

V. GENERAL PROVISIONS

- A. **INCORPORATION OF BCWID'S WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.** CUSTOMER acknowledges receipt of the Plan and further acknowledges that, unless expressly stated otherwise in this Agreement, the Plan, as may be amended by BCWID's Board of Directors from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes.
- B. **ENTIRE AGREEMENT.** This Contract (including all Exhibits) contains the entire agreement of the parties with respect to its subject matter and superseded all previous communications, proposals, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.
- C. **EFFECTIVE DATE.** This Contract is effective on the last date of execution of this Contract by either BCWID or CUSTOMER; provided all of the parties must execute this Contract for it to be effective.

BROWN COUNTY WATER IMPROVEMENT DISTRICT NO. ONE

BY: _____
John Allen, General Manager

DATE: _____

CUSTOMER

Signature

BY: _____

Date: _____

Exhibit "A"

Firm

DROUGHT CONTINGENCY PLAN FOR WITHDRAWAL OF WATER FROM LAKE BROWNWOOD

BROWN COUNTY

Section 1. Declaration of Policy, Purpose, and Intent

Brown County Water Improvement District No. One (BCWID) Provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, BCWID may require water customers to institute temporary restrictions to limit non-essential water usage. The purpose of the Water Conservation and Drought Contingency Plan is to encourage a reduction of water use in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority. Upon acceptance of this plan as indicated by the signature of the customer representative at the end of this document, this Drought Contingency Plan is incorporated into the customer's water sale contract. BCWID may require plan updates from time to time in accordance with changes in state law of BCWID rules.

Section 2. Public Education

The water customer will periodically provide its employees, members, and the general public with information about this Drought Contingency Plan, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce water usage, and impending or current drought conditions.

Drought plan information will be provided by means of: meetings with staff, newsletter articles, and information sheets available on site.

Section 3. Initiation and Termination of Response Stages

The water customer's official manager or designee will be responsible for the initiation and termination of drought response stages based on the triggering criteria set forth in this plan in accordance with BCWID's Water Conservation and Drought Contingency Plan.

Triggering Criteria for Initiation and Termination of Drought Response Stages

(1) STAGE 1 – Mild Water Shortage Conditions (Voluntary Measures)

Requirements for Initiation: Stage 1 will be initiated when the elevation of Lake Brownwood falls below 1420 feet mean sea level and upon notification that BCWID is implementing Stage 1 of its Water Conservation and Drought Contingency Plan.

Requirements for termination: BCWID announces that mandatory water restrictions for this water customer are no longer required in accordance with BCWID's Water Conservation and Drought Contingency Plan.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

Requirements for Initiation: Stage 2 will be initiated when the elevation of Lake Brownwood falls below 1417 feet mean sea level and upon notification that BCWID is implementing Stage 2 of its Water Conservation and Drought Contingency Plan.

Requirements for termination: BCWID announces that mandatory water restrictions for this water customer are no longer required in accordance with BCWID's Water Conservation and Drought Contingency Plan.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

Requirements for Initiation: Stage 3 will be initiated when the elevation of Lake Brownwood falls below 1414 feet mean sea level and upon notification that BCWID is implementing Stage 3 of its Water Conservation and Drought Contingency Plan.

Requirements for termination: BCWID announces that mandatory water restrictions for this water customer are no longer required in accordance with BCWID's Water Conservation and Drought Contingency Plan.

(4) STAGE 4 - Emergency Water Shortage Conditions

Requirements for Initiation: Stage 4 will be initiated when the elevation of Lake Brownwood falls below 1411 feet mean sea level and upon notification that BCWID is implementing Stage 4 of its Water Conservation and Drought Contingency Plan.

Requirements for termination: BCWID announces that mandatory water restrictions for this water customer are no longer required in accordance with BCWID's Water Conservation and Drought Contingency Plan.

(5) STAGE 5 - Extreme Water Shortage Conditions

Requirements for Initiation: Stage 5 will be initiated when the elevation of Lake Brownwood falls below 1408 feet mean sea level and upon notification that BCWID is implementing Stage 5 of its Water Conservation and Drought Contingency Plan.

Requirements for termination: BCWID announces that mandatory water restrictions for this water customer are no longer required in accordance with BCWID's Water Conservation and Drought Contingency Plan.

Section 4. Drought Response Measures

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

A. Target: Achieve a 5% reduction in total water use.

B. Water Use Reduction Response Measures: *Select as many response measures, as appropriate to the agricultural operation, which will achieve the target reduction indicated.*

- Limit irrigation of landscaped turf grass and planting beds to no more than the BCWID recommended watering schedule (See Appendix A).

B. Water Use Reduction Response Measures:

All non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reclaimed water, rainwater, or graywater.

- Discontinue watering of landscaped turf grass and planted beds.
- Discontinue washing/rinsing of maintenance equipment.
- Discontinue operation of ornamental fountains and water features.

(5) STAGE 5 - Extreme Water Shortage Conditions

A. Target: To be determined at initiation by District.

B. Water Use Reduction Response Measures: To be determined at initiation by District.

Section 5. Notification to Brown County Water Improvement District.

Notification of any mandatory provisions of this drought contingency plan shall be made to the BCWID General Manager in writing within five (5) business days of implementation.

Section 6. Implementation

By signing below, the water customer's authorized representative warrants and represents that: (1) the water customer has approved this plan; and (2) the representative is authorized by the water customer to implement this plan.

Approved and Accepted:

Signature

BY: _____

Date: _____

[Handwritten Signature]

County Judge

March 25, 2019



John Allen
General Manager

501 E. Baker
Brownwood, TX 76801
jallen@bcwid.org

Office: 325-643-2609
Cell: 325-642-3650
Fax: 325-646-3031